

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:

Boit, Allen,  
Marks-Boit, Jewel  
Debtors.

BKY No: 04-60443-DDO

Chapter 13 Case

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**NOTICE OF HEARING AND EX PARTE MOTION FOR SALE  
OF MAHNOMEN LIVESTOCK, INC. AND HORSE BARN**

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TO: All Interested Parties and the other entities specified in Local Rule 1204(a).

1. Allen Boit and Jewel Marks-Boit, debtors, move the court for the relief requested below and gives notice of hearing.

2. The court will hold a hearing on this motion at **1:00 o'clock P.M.** on the **28<sup>th</sup> day of September, 2004** in Courtroom No. 2 at the U.S. Post Office Building, 118 South Mill Street, Fergus Falls, Minnesota.

3. Any response to this motion must be filed and delivered not later than 1:00 o'clock P.M. on September 27, 2004, which is 24 hours before the time set for the hearing, or filed and served by mail not later than September 25, 2004, which is three days before the time set for the hearing. **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This court has jurisdiction over this motion pursuant to 28 U.S.C. Sections 157 and 1334, Fed.R.Bankr.P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The Petition commencing this chapter 13 case was filed on April 14, 2004. The case is now pending in this court.

5. This motion arises under 11 U.S.C. Section 363(b) and Fed.R.Bankr.P.6004 and 2002(a)(2). This motion is filed under Fed.R.Bankr.P. 9014. Movants request relief

with respect to the court approving the sale of Mahnomen Livestock, Inc., a Minnesota Corporation to their daughter, Angie Holen on an expedited basis and nunc pro tunc to July 1, 2004. The Movants further request that the court approve the lease of their horse barn located in Mahnomen Minnesota to their daughter, Angie Holen, on an expedited basis and nunc pro tunc to July 1, 2004.

6. The debtors recognize the fact that Rule 2002(a)(2) mandates that when motion is made for the proposed sale or use of property of the estate other than in the ordinary course of business that court approval must be obtained and that a 20 day notice must begin. The debtors believe that exigent circumstances exist here to approve their motion on an expedited basis given the fact that the confirmation of their chapter 13 plan is scheduled for September 28, 2004. More importantly, the sale by the debtors of their Mahnomen Livestock business and the lease of the horse barn to Angie Holen is an integral part of the debtors proposed chapter 13 plan without which the plan will not cash flow.

7. Prior to and at the time of the chapter 13 filing herein, the debtors operated a horse barn in which they trained horses and also had horse shows and small horse competitions involving such things and calf roping and barrel racing. Prior to the chapter 13 filing herein Allen Boit sustained a heart attack which limited his ability to continue operating the Mahnomen Livestock. Allen Boit's inability to perform many of the physical tasks associated with the operation of the business forced it to begin loosing money because much of the labor had to be hired. After a period of time the debtors began loosing more money then they could afford and were forced into filing a chapter 13 bankruptcy petition.

8. In the original petition and schedules which were filed with the court relative to this case, the debtors listed Mahnomen Livestock as a corporation in which each debtor owned a 50% interest. The debtors listed the value of the Mahnomen Livestock at \$5000. This was a rough estimate of the value of the assets of this business. However,

the debtors did not take into consideration the fact that the assets of the corporation were secured in favor of Wells Fargo Bank for approximately \$30,000. The debtors have since amended their Schedule B to list the value of the Mahnomen Livestock at \$1.00 and the various items of corrals, gates, timers, tack and other assorted horse equipment secured in favor of Wells Fargo Bank for an amount well in excess of the fair market value of the assets.

9. Angie Holen is the daughter of Jewel Boit and the stepdaughter of Allen Boit. She has been involved in the horse business since a young child. However, she also has a full time job with Mahnomen County. Most of the work associated with this horse business can be done in the evenings and also on the weekends. The debtors sold Mahnomen Livestock, Inc. to Angie Holen for \$1.00 on July 1, 2004. The debtors and their counsel did not believe that court approval was needed for this sale because of the fact that there was really no value associated with the corporation. The debtors and their counsel have since learned from speaking with the trustee that the trustee and at least one or more of the secured creditors are mandating that court approval be obtained for the sale of Mahnomen Livestock.

10. The debtors believe that the sale of Mahnomen Livestock, Inc. to Angie Holen should be granted nunc pro tunc to July 1, 2004 because the debtors did in fact enter into the sale in good faith believing that court approval was not necessary. Furthermore, the debtors believe in good faith that the sale of the business to Angie Holen for \$1.00 is fair and equitable and will be in the best interest of the bankruptcy estate when viewed in light of the lease that she also signed and which will be discussed below. Mahnomen Livestock, Inc. owns minimal assets and is liable on a debt in favor of Wells Fargo Bank for approximately \$30,000. It is the intention of Angie Holen to negotiate with Wells Fargo Bank for the purchase of the corporate assets described above for fair market value. In this way, Wells Fargo will be paid up front and in cash by Angie Holen for their release of the security interest of Wells Fargo Bank in these various

items of personal property that are securing the \$30,000 loan that the bank now has against these items. The debtors do not understand how this sale could possibly be construed as not being of the estate and Wells Fargo Bank when it is considered in light of the lease described below. A copy of the bill of sale for the Mahnomen Livestock, Inc. is attached hereto and incorporated herein as part of this motion by reference as Exhibit "A".

11. Attached hereto and incorporated herein by reference as Exhibit "B" is an unsigned copy of the lease signed between the debtors and Angie Holen dated July 1, 2004. The debtors are requesting that the court approve this lease on an expedited basis and nunc pro tunc back to July 1, 2004. When the court views the lease in light of the monthly expenses that the debtors have here, the court can see that Angie Holen's lease payment and other provisions take care of a substantial amount of the debtors' monthly expenses which allow them to continue forward and not loose their farm. Angie Holen's lease payment essentially pays for all of the utilities, real estate taxes, SBA payment and the shortfall on the second mortgage. The court should be aware of the fact that Angie Holen applied for and received a \$100,000 loan from MMCDC to purchase Mahnomen Livestock, Inc. The purpose of the loan was to buy additional equipment related to this horse operation, purchase horses and also assist with cash flow and start up expenses. The bottom line here is that Angie Holen is taking a substantial risk in taking out this loan and providing capital input into this business to keep in going and alive. Without her taking on this loan and signing this lease the debtors would certainly not have sufficient cash or the physical ability to continue operating the business and meet all of their normal monthly expenses associated with the operation of the facility. It should be noted that the debtors homestead is tied into the horse barn and, therefore, if the debtors lost the horse barn through the first or second mortgage, they would also loose their homestead.

12. The debtors to not anticipate that there is going to be any secured creditor or unsecured creditor or interested party who is willing to step up and pay more than

Angie Holen is to lease the debtors horse barn in Mahnomen Minnesota.

13. Given the fact that Angie Holen was simply taking over the horse business of the debtors and paying substantially more than she is expected to receive going into the next year or more, the debtors and their counsel do not believe that court approval was necessary for this lease because it was to a family member who was paying well in excess of any normal investor would pay to operate the debtors horse business.

14. The debtors believe in good faith that the lease payment and conditions accepted and agreed to by Angie Holen far exceed any payments or concessions that any other investor would give the debtors relating to their horse business. Because of this fact, the debtors believe that the lease described in Exhibit "B" attached hereto is certainly in the best interest of the bankruptcy estate and all interested secured and unsecured creditors. The debtors do not again anticipate any objections to the lease or any interested party stepping forward to offer something more lucrative by way of a lease to the debtors.

**WHEREFORE**, the debtors, Allen Boit and Jewel Marks-Boit, pray for the Order of the Court granting their ex parte motion for the sale of Mahnomen Livestock, Inc. to Angie Holen nunc pro tunc to July 1, 2004. Furthermore, the debtors request and Order by the Court approving their ex parte motion for the lease of their horse barn to Angie Holen nunc pro tunc to July 1, 2004. The debtors request such other and further relief as the Court may be seem just and equitable.

Dated: September 16, 2004.

/s/ Kevin T. Duffy  
Kevin T. Duffy  
Attorney for Debtor  
P.O. Box 715  
Thief River Falls, MN 56701  
(218) 681-8524  
Attorney ID 134-600

**EXHIBIT**

**"A"**

**BILL OF SALE.**

**KNOW ALL MEN BY THESE PRESENTS;** That Mahnomen Livestock Sales, LLC by its president, Allen Boit of the County of Mahnomen, and State of Minnesota, party of the first part, in consideration of the sum of \$1.00 Dollar, to him in hand paid by Angie Holen, of the County of Mahnomen, and State of Minnesota, party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said party of the second part, her executors, administrators and assigns, forever, the following described Goods, Chattels, Tangible property and Personal Property, to-wit:

All stock and ownership interest in and to Mahnomen Livestock Sales, LLC. This includes but is not limited to any and all equipment, inventory, accounts receivable, chattels, general intangibles, livestock, farm products and farm equipment and personal property owned by Mahnomen Livestock Sales, LLC.

**TO HAVE AND TO HOLD THE SAME,** Unto the said party of the second part, her executors, administrators and assigns, Forever. And the said party of the first part, for itself, its executors and administrators, covenant and agree to and with the said party of the second part, her executors, administrators and assigns, to Warrant and Defend the Sale of said Goods, Chattels and Personal Property hereby made, unto the said party of the second part, her executors, administrators and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same.

**IN TESTIMONY WHEREOF,** The said party of the first part has hereunto set its hand and seal this 1<sup>st</sup> day of July, 2004.

\_\_\_\_\_  
Mahnomen Livestock Sales, LLC  
BY: Allen Boit  
ITS: President

STATE OF MINNESOTA     )  
                                  ) SS.  
COUNTY OF PENNINGTON )

On this 1<sup>st</sup> day of July, 2004, before me, a Notary Public, within and for said County and State, personally appeared Allen Boit, President of Mahnomen Livestock Sales, LLC, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public

LEASE AGREEMENT

EXHIBIT

"B"

This lease, made and entered into this 1<sup>st</sup> day of July, 2004, is between Allen and Jewel Boit as Landlords and Mahnomen Livestock Sales, LLC as Tenant for the barn, farmyard, show ring, corrals and pasture located at 1482 State Hwy 200, Mahnomen, Mahnomen County, Minnesota.

Tenant agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor to give accommodations to borders or lodgers without the written consent of the Landlord. Tenant further agrees not to use or permit the use of the barn and show ring for any purpose other than for the showing of horses and livestock and the training of animals by the Tenant.

(A). **Term of Lease.**

The term of the Lease shall begin on August 1, 2004 and shall continue on a month-to-month basis thereafter for 10 years.

(B). **Rent.**

Tenant shall pay monthly rent as follows: All of the monthly farm utilities and real estate taxes; farm insurance or reimburse the landlords for the cost of the same. The Tenant shall also pay to the landlords the sum of \$3,577.50 on August 1, 2004 and on the 1<sup>st</sup> day of each month thereafter as and for rent. However, the parties acknowledge that Allen Boit is applying for social security disability and insurance disability on his Green Tree loan. Once Allen Boit receives either form of disability, the monthly lease payment referred to above shall be reduced by the amount of the monthly award. To the extent that Allen Boit receives retroactive social security or insurance disability, those amounts shall be reimbursed to the Tenant effective August 1, 2004 forward through the date the disability is received.

(C). **Termination of Tenancy.**

1. The Landlord and the Tenant shall each have the authority to terminate this lease upon providing the other with a full 30 days written notice of termination of the lease described herein. Both parties shall also have the authority to terminate this lease for any other reasons or procedure under the laws of the state of Minnesota.

(D). Other Provisions.

1. The Tenant shall be responsible for any and all damages caused to the property. The Tenant shall maintain liability insurance coverage for its business during the term of this lease.

**Signatures:**

**TENANT**

By: \_\_\_\_\_

\_\_\_\_\_  
Date Signed

**LANDLORDS**

By: \_\_\_\_\_

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_

\_\_\_\_\_  
Date Signed



Verification

We, Allen F. Boit and Jewel A. Marks-Boit, declare under penalty of perjury that the foregoing Notice of Hearing and Ex Parte Motion for the sale of Mahnomen Livestock, Inc. and the lease of the debtors' horse barn are true and correct according to the best of our knowledge, information and belief.

Date: 9-16-04

x Allen F. Boit

Signature of Debtor or Authorized Representative

Allen F. Boit

Printed Name of Debtor or Authorized Representative

x Jewel A. Marks-Boit

Signature of Joint Debtor

Jewel A. Marks-Boit

Printed Name of Joint Debtor

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:

Boit, Allen,  
Marks-Boit, Jewel  
Debtors.

BKY No: 04-60443-DDO

Chapter 13 Case

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**DEBTORS MEMORANDUM**

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**FACTS**

The facts which constitute the basis of this memorandum are contained in the debtors' motion for the sale of Mahnomen Livestock, Inc. to Angie Holen nunc pro tunc to July 1, 2004 and their motion for their lease of the horse barn to Angie Holen nunc pro tunc to July 1, 2004. This motion is dated September 16, 2004.

**ARGUMENT**

**I.**

**THE DEBTORS' MOTION FOR THE SALE OF MAHNOMEN LIVESTOCK, INC. TO ANGIE HOLEN AND THE LEASE OF THEIR HORSE BARN TO ANGIE HOLEN SHOULD BE APPROVED NUNC PRO TUNC TO JULY 1, 2004 PURSUANT TO THE TERMS OF 11 U.S.C. § 363(b).**

11 U.S.C. § 363(b)(1) provides as follows: "the trustee, after notice and a hearing may use, sell, or lease other than in the ordinary course of business, property of the estate". The debtors in this case, Allen and Jewel Boit, are debtors in possession in their chapter 13 case. 11 U.S.C. § 1303 provides as follows: "subject to any limitations on a trustee under the chapter, the debtor shall have, exclusive of the trustee, the rights and powers of a trustee under sections 363(b)...". When these sections are viewed in light of the facts of the present case, it is clear that Allen and Jewel Boit have the right to move the court for the sale of Mahnomen Livestock, Inc. which is a Minnesota corporation which is owned by them and for the lease of their horse barn located on their homestead

in Mahnomen, Minnesota.

It could certainly be argued by the debtors that they should not have to file a motion for the sale of Mahnomen Livestock, Inc. given the fact that the debtors have exempted any equity in this business. As a result of this, Mahnomen Livestock, Inc. is actually not property of the estate. However, the debtors have been urged by the chapter 13 trustee and counsel for one or more of the creditors to pursue this matter through the bankruptcy court to get court approval because of the fact that several of the farm assets belonging Mahnomen Livestock, Inc. are in fact secured in favor of Wells Fargo.

The debtors have received no indication from Wells Fargo that it is going to object to the sale of Mahnomen Livestock, Inc. to Angie Holen. The fact of the matter here is that Wells Fargo's secured position on the various items of farm collateral has not been adjusted or modified as a result of the sale. Angie Holen purchased Mahnomen Livestock, Inc. subject to any and all existing debt on the farm assets belonging to the business. The fact of the matter here is that Angie Holen plans on purchasing these various items of farm equipment and personal property from Wells Fargo Bank for fair market value. The balance of any amount due and owing to Wells Fargo will be paid by Casey Brantner who is a guarantor on the loan. Because of these circumstances, the debtors certainly do not anticipate any objection by Wells Fargo as a secured creditor to the sale of this business to Angie Holen for \$1.00.

The Court may wonder why the business is being sold to Angie Holen for \$1.00. The fact of the matter here is that there is \$30,000 worth of debt against this business and the limited assets belonging to the business are far less than the debt. All Angie Holen is purchasing here is the name of an existing business. If for some reason the Court does not approve the sale of this business to her, she will simply proceed forward to create a new corporation and attempt to follow through with the lease of the debtors horse barn under a name of a new corporation. There was certainly some convenience in keeping the Mahnomen Livestock, Inc. name but certainly no value of any sort. As stated in the debtors' motion, Angie Holen had to go out and borrow \$100,000 from MMCDC to provide a capital injection into the business as well as pay for operating expenses going forward. She is taking a substantial risk here hoping that this business will turn around and begin showing a profit down the road sometime.

As far as the lease of the horse barn is concerned, the debtors believe that Angie Holen is paying far in excess of what a normal investor would pay for the lease of the horse facility on the debtors' homestead. Angie Holen is paying a sufficient amount of money and expenses to basically cover all of the financial needs of the debtors except for the ones that are being paid by the debtors through their disability insurance and social security disability and child support. Any interested party certainly has the right to come forward and object to the lease of the horse barn. However, given the nature of the lease signed by Angie Holen and attached as Exhibit "B" to the debtors' motion, the debtors do not anticipate any reasonable person coming forward to pay more in financial benefits than Angie Holen is paying. The bottom line here is that she is a related family member and, as such, she is paying far in excess of what a normal person should pay simply to keep this business afloat and hope that in the future she can try and turn it around. If for some reason some other creditor comes forward and is willing to offer more money than Angie Holen for the lease of the horse barn, the debtors are certainly more than willing to look at such a lease and work with a new creditor. However, the debtors do not anticipate that this is going to happen.

As the court can see from reviewing the debtors schedules, the debtors have exempted their homestead which includes the horse barn. As a result of this the homestead which includes the horse barn is not property of the estate and, therefore, the debtors did not believe that it came under the provisions of 11 U.S.C § 363(b). However, as stated above, the debtors have been requested by the trustee and counsel for one or more of the secured creditors to have this matter brought before the court for approval. Obviously, approval of the lease to Angie Holen is integral and an essential part of the debtors' chapter 13 plan. Without the lease payments from Angie Holen, the debtors do not know how they would be able to proceed forward and meet all of their financial obligations outlined in Schedule J of their petition. Given the excessive payments and financial contributions being made by Angie Holen under the terms of her lease with the debtors, the debtors certainly believe that approval of this lease in their best interest, the best interest of the estate as well as the interested parties in this matter.

## CONCLUSION

The debtors believed in good faith that because Mahnomen Livestock, Inc., was a corporation they exempted along with their homestead, that they did not need to obtain court approval for the sale of Mahnomen Livestock, Inc. to their daughter. Likewise, they did not believe that they needed to obtain court approval of the lease of their horse barn to Angie Holen. The bottom line here is that the sale of Mahnomen Livestock, Inc. and the lease of the horse barn to Angie Holen are in the best interest of the debtors as well as all secured and unsecured creditors. Because of this fact the sale of the business and the lease of the horse barn should be approved nunc pro tunc by the court to July 1, 2004 pursuant to 11 U.S.C. § 363(b).

Dated: September 16, 2004.

Respectfully Submitted,

/s/ Kevin T. Duffy  
Kevin T. Duffy  
Attorney for Plaintiffs  
PO Box 715  
Thief River Falls, MN 56701  
218-681-8524  
Attorney ID # 134-600

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE:

Boit, Allen  
Marks-Boit, Jewel, Debtors.

Bankruptcy Case No. 04-60443-DDO  
Chapter 13 Case

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UNSWORN CERTIFICATE OF SERVICE

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I, Tonya R. Klemetson, declare under penalty of perjury that on September 17, 2004, I mailed copies of the foregoing Notice of Hearing and Ex Parte Motion for Sale of Mahnomen Livestock, Inc. and Horse Barn, Debtors Memorandum and proposed Order by first class mail postage prepaid to each entity named below at the address stated below for each entity:

United States Trustee  
1015 U. S. Courthouse  
300 South 4<sup>th</sup> Street  
Minneapolis, MN 55415

Mr. Michael J. Farrell  
Chapter 12 Trustee  
P.O. Box 519  
Barnesville, MN 56514

See Attached List.

Executed on: September 17, 2004.

Signed:   
Tonya R. Klemetson  
DUFFY LAW OFFICE  
P.O. Box 715  
Thief River Falls, MN 56701  
218-681-8524

Allen F. Boit  
Jewel A. Marks Boit  
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AMERICAN MEDICAL COLLECTION AGENCY  
PO BOX 1235  
ELMSFORD, NY 10523-0935

ANDERSON ON-SITE, INC.  
PO BOX 1421  
DETROIT LAKES, MN 56502

ASPIRE  
PAYMENT PROCESSING  
PO BOX 23007  
COLUMBUS, GA 31902-3007

AT&T  
PO BOX 2971  
OMAHA, NE 68103-2971

BANK OF AMERICA  
PO BOX 5270  
CAROL STREAM, IL 60197-5270

BANKERS SYSTEMS, INC.  
PO BOX 1493  
ST. CLOUD, MN 56302-1493

BILL RUMELIOTE  
38599 E. PIKE LAKE RD  
WAUBAN, MN 56589

C.U. RECOVERY, INC.  
26263 FOREST BLVD  
WYOMING, MN 55092

CAPITAL ONE F.S.B.  
PO BOX 34631  
SEATTLE, WA 98124-1631

CAPITAL ONE SERVICES  
PO BOX 60000  
SEATTLE, WA 98190-6000

CARDMEMBER SERVICES  
PO BOX 21550  
TULSA, OK 74121-1550

CELLULAR 2000 UNICEL  
PO BOX 2000  
ALEXANDRIA, MN 56557-9351

CENEX CREDIT CARD DEPT  
PO BOX 64588  
ST. PAUL, MN 55164-0588

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CONSECO FINANCE LOAN CO  
N/K/A GREENTREE  
7360 S KYRENE RD  
TEMPE, AZ 85283

DAKOTA CLINIC, LTD  
1702 S UNIVERSITY  
PO BOX 6001  
FARGO, ND 58108-6001

DIRECT MERCHANTS BANK  
PAYMENT CENTER  
PO BOX 4154  
CAROL STREAM, IL 60197-4154



DISCOVER CARD  
PO BOX 30395  
SALT LAKE CITY, UT 84130-0395

DOUBLE Z FEED & WESTERN  
29000 US HWY 10 E  
DETRIOT LAKES, MN 56501

EDWARD LADUE, MD  
2308 US HIGHWAY 59  
MAHNOMEN, MN 56557

FEVIG OIL COMPANY  
PO BOX 540  
FELTON, MN 56536

FIRST NATIONAL BANK  
103 NORTH MAIN  
PO BOX 378  
MAHNOMEN, MN 56557

FIRST NATIONAL BANK  
PO BOX 378  
MAHNOMEN, MN 56557

FRED ZAVITS  
HWY 113 & MAIN ST  
WAUBUN, MN 56589

HERBERGER'S  
PO BOX 5211  
CAROL STREAM, IL 60197-5211

HOUSEHOLD CREDIT SERVICES  
PO BOX 5222  
CAROL STREAM, IL 60197-5222

JJ SMALL BUSINESS SERVICES-JJSBS  
1027 185TH AVE  
BALSAM LAKE, MN 54810

KAYS, BENTON, SAFRANSKI & CO., LLP  
CERTIFIED PUBLIC ACCOUNTANTS  
PO BOX 637  
THIEF RIVER FALLS, MN 56701

KOHL'S  
PO BOX 2983  
MILWAUKEE, WI 53201-2983

KRJM  
PO BOX 420  
MAHNOMEN, MN 56557

LAKE REGION BONE & JOINT SURGEONS  
3807 GREENLEAF AVE NW  
BEMIDJI, MN 56601

LAMOURE CHRONICLE  
PO BOX 196  
LAMOURE, ND 58458

MAHNOMEN LUMBER CO., INC  
904 NE MAIN ST  
PO BOX 376  
MAHNOMEN, MN 56557

MAHNOMEN PIONEER  
PO BOX 219  
MAHNOMEN, MN 56557

MIDWEEK  
PO BOX 617  
831 EAST VASA  
FERGUS FALLS, MN 56538

MIDWEEK  
PO BOX 617  
831 EAST VASA  
FERGUS FALLS, MN 56557

NCO FINANCIAL SYSTEMS, INC.  
DEPT. 750  
1804 WASHINGTON BLVD  
BALTIMORE, MD 21230

NORTH REGIONAL HOSPITAL  
1300 ANN ST  
BEMIDJI, MN 56601

OFFICE SUPPLIES PLUS  
400 HWY 59 N  
MAHNOMEN, MN 56557

PROVIDAIN PROCESSING SVCS  
PO BOX 660548  
DALLAS, TX 75266-0548

PROVIDIAN PROCESSING SVCS  
PO BOX 660548  
DALLAS, TX 75266-0548

Allen F. Boit  
Jewel A. Marks Boit  
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QUEST DIAGNOSTICS INC  
PO BOX 64500  
BALTIMORE, MD 21264-4500

RETAILERS NATIONAL BANK  
PO BOX 59231  
MINNEAPOLIS, MN 55459-0231

ROGER & ROSIE SHAVER  
23470 290TH ST SE  
ERSKINE, MN 56535

SBA  
2719 N. AIR FRESNO DR. STE 107  
FRESNO, CA 93727-1547

ST. MARYS EMS  
1240 WASHINGTON AVE  
DETROIT LAKE, MN 56502

STEVEN SPAETH  
PO BOX 822  
DETROIT LAKES, MN 56502

THE TIMES  
PO BOX 100  
THIEF RIVER FALLS, MN 56701

WAUBAN FEED & HARDWARE  
HWY 113 & MAIN ST  
WAUBAN, MN 56589

Allen F. Boit  
Jewel A. Marks Boit  
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WELLS FARGO  
703 CENTER AVE  
MOORHEAD, MN 56560

WELLS FARGO  
730 CENTER AVE  
MOORHEAD, MN 56560

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:

Boit, Allen,  
Marks-Boit, Jewel  
Debtors.

BKY No: 04-60443-DDO

Chapter 13 Case

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**ORDER APPROVING SALE OF MAHNOMEN LIVESTOCK, INC. AND  
LEASE OF HORSE BARN**

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Fergus Falls, Minnesota  
September 28, 2004

The above-entitled matter came on for hearing before the undersigned pursuant to an ex parte motion filed by Kevin T. Duffy on behalf of the debtors to approve the sale of Mahnomen Livestock, Inc. to Angie Holen nunc pro tunc to July 1, 2004. The debtors also requested approval of the lease of their horse barn to Angie Holen nunc pro tunc to July 1, 2004. Kevin T. Duffy, Attorney at Law, Thief River Falls, Minnesota appeared by and on behalf of the debtors who were also personally present. Michael Farrell, Trustee, was also present. Dave Johnson, Attorney at Law, Fargo, North Dakota was also present on behalf of Charles Brantner and Fred Zavitz.

Based upon all of the files, records and proceedings herein, the arguments of counsel relative thereto and the Court being dully advised in the premises;

**IT IS HEREBY ORDERED,**

1. That the debtors motion for an expedited hearing on its motion to approve the sale of the Mahnomen Livestock, Inc. to Angie Holen and the lease of the horse barn to Angie Holen be and hereby is approved; said debtors having shown good cause for the hearing of this motion on and expedited basis and less then the normal 20 days as required by Rule 2002(a)(2).

2. That the debtors motion to approve the sale of the Mahnomen Livestock,

Inc. to Angie Holen nunc pro tunc to July 1, 2004 be and hereby is approved; said sale being for fair market value and in the best interest of the bankruptcy estate and all interested parties.

3. That the debtors motion to approve the lease of their horse barn to Angie Holen nunc pro tunc to July 1, 2004 be and hereby is approved; said lease being for a an amount well in excess of fair market value for the assets being acquired and, therefore, being in the best interest of the bankruptcy estate and all interested parties.

**THIS ORDER** dated and entered this \_\_\_\_\_ day of September, 2004.

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Dennis D. O'Brien  
United States Bankruptcy Judge